



ST JOHN THE BAPTIST PARISH
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**First Amendment to
COOPERATIVE ENDEAVOR AGREEMENT
between
LOUISIANA ECONOMIC DEVELOPMENT
and
ST. JOHN THE BAPTIST PARISH, Contractor**

Be It Known, that this First Amendment to COOPERATIVE ENDEAVOR AGREEMENT (Amendment) has been entered into and is effective as of the **21st day of April, 2020** (“Effective Date”), by and between **Louisiana Economic Development**, for its **Small and Emerging Business Development Program** (*hereinafter* “Department”, “LED” or “State”), LaSalle Building, 11th Floor, 617 North Third Street, P. O. Box 94185, Baton Rouge, Louisiana 70804-9185; and **St. John the Baptist Parish**, 1801 W. Airline Highway, LaPlace, Louisiana, 70068 (*hereinafter* Parish).

WHEREAS, the parties hereto have previously entered into a **Cooperative Endeavor Agreement** (Agreement), dated and to begin as of **July 1, 2016**, with a current termination date of **June 30, 2020**; and to better meet the needs of LED and the Contractor, the said parties now desire to amend and supplement the said agreement to decrease the reimbursement amounts and extend its term and termination date, as *hereinafter* stated;

THEREFORE, by mutual consent and agreement, and notwithstanding any other provisions to the contrary contained in the original Cooperative Endeavor Agreement (Agreement) (any and all such contrary provisions being hereby modified so as to be consistent with this Amendment), the aforesaid Agreement is hereby amended, supplemented and extended, as follows:

Sub-Paragraphs A, and B of Article X, entitled “**PAYMENT TERMS**”, are hereby amended to read as follows:

- A. The total amount of reimbursement to be paid to the Contractor under this agreement shall not exceed **\$70,000**. LED will consider amending this agreement to increase the total amount of reimbursement if funds are available and if it is in the best interest of the State.
- B. The total amount of reimbursement to be paid under this agreement for Contractor Administration Expense directly related to providing SEBD assistance to SEBs shall not exceed **\$10,500** (per contract year, 15% of the total reimbursement allocation, excluding the allotment for the ONE Program, can be paid towards Contractor’s Administrative Expenses)

Article XI, entitled “**CONTRACT TERM**” is hereby deleted, and the following revised paragraph is substituted in its place, to read as follows:

XI. CONTRACT TERM. This Agreement shall be effective as of and shall begin on **July 1, 2016**; this project and all of the Contractor’s services shall be completed by, and this Agreement shall terminate on **June 30, 2021**, unless extended by a written amendment approved and signed by all parties, and approved by the Office of State Procurement.

The following new paragraph is hereby added to this Agreement as **Article XXXI**, as follows:

XXXI. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL. In accordance with LA. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor hereby certifies, and any Subcontractor shall certify, it is not engaging

in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

The following new paragraph is hereby added to this Agreement as **Article XXXII**, as follows:

XXXI. ELECTRONIC TRANSACTION; ELECTRONIC SIGNATURES. In accordance with L.A. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", L.A. R.S. 9:2601 through 9:2621.

It is also understood and agreed that the language contained in this Amendment shall supersede any language to the contrary contained in the original Cooperative Endeavor Agreement and its attachments, if any; and that all other terms, provisions and conditions of the original Cooperative Endeavor Agreement and its attachments, if any, unless modified herein, shall remain the same, unchanged and in full force and effect.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, this Amendment to Cooperative Endeavor Agreement has been executed by the respective duly authorized and undersigned representatives of the parties hereto, for the uses, purposes, benefits and considerations herein expressed, on the dates shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

ST. JOHN THE BAPTIST PARISH,

By: Jaclyn Hotard 05/13/2020 ^{Contractor}
Jaclyn Hotard (May 13, 2020)
Signature of Authorized Representative (Date)

Printed Name: Jaclyn Hotard,

Title: Parish President

**LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT (LED)**

By: Anne Villa 05/13/2020
Anne Villa (May 13, 2020)
Signature (Date)

Printed Name: Anne G. Villa,

Title: Undersecretary.

LED Contract Monitor:

Darrell L. Johnson, Jr
Darrell L. Johnson, Jr (May 13, 2020)

Signature
Printed Name: Darrell L. Johnson, Jr,

Title: Program Manager, SBS

17006A-SEBD St. John amendment

Final Audit Report

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